

SECRET

OSA-2542-68

13 August 1968

25X1A

MEMORANDUM FOR: Chief, Contracts Management Division, OSA

SUBJECT: Contract No. AS-1940

1. Our records indicate that subject contract was completed as of 5 October 1967, and that final payment was made 13 August 1968. Following is a summary of cost:

<u>Amount Obligated</u>	<u>Amount Paid</u>	<u>Balance</u>
\$26,173.00	\$26,173.00	0

2. We are using this memorandum as a basis for closing this contract.

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3. All deliveries and services have been completed.

Acting Chief, Financial Operations Division  
OSA-DD/S&T

25X1A

CONCUR:

Chief, Contracts Management Division, OSA

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Dist: Orig. & 1 - Addressee  
1 - CMD/OSA  
1 - FOD/OSA (Budg-BLR)  
1 - FOD/OSA (Contr Pmt, AS-1940)  
1 - RB/OSA

CJM:jkn/OSA-Finance/13 Aug 68

SECRET

GROUP 1  
Excluded from automatic  
downgrading and  
declassification

CONTRACTOR'S RELEASE

Contract No. AS-1940

25X1A Pursuant to the terms of Contract No. AS-1940 and in consideration of the sum of TWENTY SIX THOUSAND ONE HUNDRED SEVENTY THREE Dollars (\$ 26,173.00) which has been or is to be paid under the said contract to [redacted] (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that he will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 1st day of August 1968.

25X1A

ORIGINAL SIGNED BY [redacted]  
[redacted]

25X1A

CERTIFICATE

25X1A

I, \_\_\_\_\_, certify that I am

the Secretary of the corporation named

25X1A

as Contractor in the foregoing release; that \_\_\_\_\_

25X1A

\_\_\_\_\_ who signed said release on behalf of the

Contractor was the \_\_\_\_\_

of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

25X1A

Original signed by /

\_\_\_\_\_ (Corporate Seal)

\_\_\_\_\_  
Secretary

CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS

Contract No. AS-1940

Pursuant to the terms of Contract No. AS-1940 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, the

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\_\_\_\_\_ (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title and interest to all refunds, rebates, credits, and other amounts (including any interest thereon), arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.

2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute all payable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.

3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the Government to represent him at any hearing, trial, or other proceeding, arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this 1st day of August 1968.

ORIGINAL SIGNED BY

25X1A

MISCELLANEOUS FORMS  
CERTIFICATE

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I,                     , certify that I am the Secretary of the corporation named as Contractor in the foregoing assignment; that                      who signed said assignment on behalf of the Contractor was then Assistant Treasurer of said corporation; that said assignment was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

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(CORPORATION SEAL)